

1 A bill to be entitled
2 An act relating to estoppel certificates; amending ss.
3 718.116, 719.108, and 720.30851, F.S.; revising
4 requirements relating to the issuance of an estoppel
5 certificate to specified persons; requiring a
6 condominium, cooperative, or homeowners' association
7 to designate a street or e-mail address on its website
8 for estoppel certificate requests; specifying delivery
9 requirements for an estoppel certificate; requiring
10 that an estoppel certificate contain certain
11 information; providing an effective period for an
12 estoppel certificate based upon the date of issuance
13 and form of delivery; providing that an association
14 waives a specified claim against a person or such
15 person's successors or assigns who in good faith rely
16 on the estoppel certificate; prohibiting an
17 association from charging a preparation and delivery
18 fee or making certain claims if it fails to deliver an
19 estoppel certificate within certain timeframes;
20 revising fee requirements for preparing and delivering
21 an estoppel certificate under various circumstances;
22 authorizing the statement of moneys due to be
23 delivered in one or more estoppel certificates under
24 certain circumstances; providing limits on a total fee
25 charged for the preparation and delivery of estoppel

26 certificates; requiring that the authority to charge a
 27 fee for the estoppel certificate be established by a
 28 specified written resolution or provided by a written
 29 management, bookkeeping, or maintenance contract;
 30 deleting obsolete provisions; conforming provisions to
 31 changes made by the act; providing an effective date.
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33 Be It Enacted by the Legislature of the State of Florida:
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35 Section 1. Subsection (8) of section 718.116, Florida
 36 Statutes, is amended to read:

37 718.116 Assessments; liability; lien and priority;
 38 interest; collection.—

39 (8) Within 10 business ~~15~~ days after receiving a written
 40 or electronic request therefor from a unit owner or the unit
 41 owner's ~~his or her~~ designee, or a unit mortgagee or the unit
 42 mortgagee's ~~his or her~~ designee, the association shall issue the
 43 estoppel ~~provide a~~ certificate. Each association shall designate
 44 on its website a person or entity with a street or e-mail
 45 address for receipt of a request for an estoppel certificate
 46 issued pursuant to this section. The estoppel certificate must
 47 be provided by hand delivery, regular mail, or e-mail to the
 48 requestor on the date of issuance of the estoppel certificate
 49 ~~signed by an officer or agent of the association stating all~~
 50 ~~assessments and other moneys owed to the association by the unit~~

51 ~~owner with respect to the condominium parcel.~~

52 (a) The estoppel certificate must contain all of the
 53 following information and must be substantially in the following
 54 form:

- 55 1. Date of issuance:....
- 56 2. Name of the unit owner:....
- 57 3. Unit designation and address:....
- 58 4. Parking or garage space number, if any:....
- 59 5. Storage locker number, if any:....
- 60 6. Attorney's name and contact information if the account
 61 is delinquent and has been turned over to an attorney for
 62 collection. No fee may be charged for this information.
- 63 7. Fee for the preparation and delivery of the estoppel
 64 certificate:....
- 65 8. Name of the requestor:....
- 66 9. Assessment information and other information:

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68 ASSESSMENT INFORMATION:

- 69 a. The regular periodic assessment levied against the unit
 70 is \$.... per ...(insert frequency of payment)....
- 71 b. The regular periodic assessment is paid through
 72 ...(insert date paid through)....
- 73 c. The next installment of the regular periodic assessment
 74 is due ...(insert due date)... in the amount of \$.....
- 75 d. An itemized list of all assessments, special

76 assessments, and other moneys owed on the date of issuance to
 77 the association by the unit owner for a specific unit is
 78 provided.

79 e. An itemized list of any additional assessments, special
 80 assessments, and other moneys that are scheduled to become due
 81 for each day after the date of issuance for the effective period
 82 of the estoppel certificate is provided. In calculating the
 83 amounts that are scheduled to become due, the association may
 84 assume that any delinquent amounts will remain delinquent during
 85 the effective period of the estoppel certificate.

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 87 OTHER INFORMATION:

88 f. Is there a capital contribution fee, resale fee,
 89 transfer fee, or other fee due? ... (Yes)... ... (No).... If yes,
 90 specify the type and the amount of the fee.

91 g. What is the amount, if any, of an association
 92 application fee?

93 h. Is there a credit balance on the current account?
 94 ... (Yes)... ... (No).... If yes, provide the following
 95 information:

96 Yes, a balance of \$.... will be transferred to the new
 97 owner account.

98 Yes, a balance of \$.... will be transferred to the seller
 99 by the association.

100 i. Is there any violation of rule or regulation noticed to

101 the unit owner in the association official records? ...(Yes)...
 102 ...(No)....

103 j. Is approval by the board of directors of the
 104 association required for the transfer of the unit? ...(Yes)...
 105 ...(No)....

106 k. Do rules or regulations applicable to the unit provide
 107 for a right of first refusal in favor of the members or
 108 association? ...(Yes)... ...(No).... If yes, include applicable
 109 rules or regulations.

110 l. Provide a list of utilities provided to the unit which
 111 are included in the assessments paid to the association.

112 m. Provide a list of all recreational or land leases to
 113 the association affecting the unit.

114 n. Provide a list of, and contact information for, all
 115 other associations of which the unit is a member.

116 o. Provide a description of any pending or threatened
 117 litigation or administrative proceedings in which the
 118 association is a party or which otherwise affect the
 119 association.

120 p. Provide contact information for all insurance
 121 maintained by the association.

122 q. Provide the signature of an officer or authorized agent
 123 of the association.

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 125 The association, at its option, may include additional

126 information in the estoppel certificate ~~Any person other than~~
127 ~~the owner who relies upon such certificate shall be protected~~
128 ~~thereby.~~

129 (b) An estoppel certificate that is hand delivered or sent
130 by electronic means has a 30-day effective period. An estoppel
131 certificate that is sent by regular mail has a 35-day effective
132 period. If additional information or a mistake related to the
133 estoppel certificate becomes known to the association within the
134 effective period, an amended estoppel certificate may be
135 delivered and becomes effective if a sale or refinancing of the
136 unit has not been completed during the effective period. A fee
137 may not be charged for an amended estoppel certificate. An
138 amended estoppel certificate must be delivered on the date of
139 issuance, and a new 30-day or 35-day effective period begins on
140 such date.

141 (c) An association waives the right to collect any moneys
142 owed in excess of the amounts specified in the estoppel
143 certificate from any person who in good faith relies upon the
144 estoppel certificate and from the person's successors and
145 assigns.

146 (d) If an association receives a request for an estoppel
147 certificate from a unit owner or the unit owner's designee, or a
148 unit mortgagee or the unit mortgagee's designee, and fails to
149 deliver the estoppel certificate within 10 business days, a fee
150 may not be charged for the preparation and delivery of that

151 estoppel certificate. If the association fails to deliver the
152 estoppel certificate within 15 business days, the association
153 waives any claim, including a claim for a lien against the unit,
154 against a purchaser and mortgagee of the unit who would have
155 relied on the estoppel certificate, and the purchaser's and
156 mortgagee's successors and assigns, for any amount that is owed
157 to the association through the date of closing and that should
158 have been shown on the estoppel certificate.

159 (e)~~(b)~~ A summary proceeding pursuant to s. 51.011 may be
160 brought to compel compliance with this subsection, and in any
161 such action the prevailing party is entitled to recover
162 reasonable attorney ~~attorney's~~ fees.

163 (f)~~(e)~~ Notwithstanding any limitation on transfer fees
164 contained in s. 718.112(2)(i), an ~~the~~ association or its
165 authorized agent may charge a reasonable fee for the preparation
166 and delivery of an estoppel certificate, which may not exceed
167 \$200 if, on the date the certificate is issued, no delinquent
168 amounts are owed to the association for the applicable unit. If
169 an estoppel certificate is requested on an expedited basis and
170 delivered within 3 business days after the request, the
171 association may charge an additional fee of \$100. If a
172 delinquent amount is owed to the association for the applicable
173 unit, an additional fee for the estoppel certificate may not
174 exceed \$200 ~~for the preparation of the certificate. The amount~~
175 ~~of the fee must be included on the certificate.~~

176 (g) If estoppel certificates for multiple units owned by
 177 the same owner are simultaneously requested from the same
 178 association and there are no past due monetary obligations owed
 179 to the association, the statement of moneys due for those units
 180 may be delivered in one or more estoppel certificates, and, even
 181 though the fee for each unit shall be computed as set forth in
 182 paragraph (f), the total fee that the association may charge for
 183 the preparation and delivery of the estoppel certificates may
 184 not exceed, in the aggregate:

- 185 1. For 25 or fewer units, \$750.
- 186 2. For 26 to 50 units, \$1,000.
- 187 3. For 51 to 100 units, \$1,500.
- 188 4. For more than 100 units, \$2,500.

189 (h)-(d) The authority to charge a fee for the preparation
 190 and delivery of the estoppel certificate ~~must~~ shall be
 191 established by a written resolution adopted by the board or
 192 provided by a written management, bookkeeping, or maintenance
 193 contract and is payable upon the preparation of the certificate.
 194 If the certificate is requested in conjunction with the sale or
 195 mortgage of a unit but the closing does not occur and no later
 196 than 30 days after the closing date for which the certificate
 197 was sought the preparer receives a written request, accompanied
 198 by reasonable documentation, that the sale did not occur from a
 199 payor that is not the unit owner, the fee shall be refunded to
 200 that payor within 30 days after receipt of the request. The

201 refund is the obligation of the unit owner, and the association
 202 may collect it from that owner in the same manner as an
 203 assessment as provided in this section.

204 Section 2. Subsection (6) of section 719.108, Florida
 205 Statutes, is amended to read:

206 719.108 Rents and assessments; liability; lien and
 207 priority; interest; collection; cooperative ownership.—

208 (6) Within 10 business ~~15~~ days after receiving a written
 209 or electronic request for an estoppel certificate from a unit
 210 owner or the unit owner's designee, or a unit mortgagee or the
 211 unit mortgagee's designee, the association shall issue the
 212 estoppel certificate. Each association shall designate on its
 213 website a person or entity with a street or e-mail address for
 214 receipt of a request for an estoppel certificate issued pursuant
 215 to this section. The estoppel certificate must be provided by
 216 hand delivery, regular mail, or e-mail to the requestor on the
 217 date of issuance of the estoppel certificate.

218 (a) The estoppel certificate must contain all of the
 219 following information and must be substantially in the following
 220 form:

- 221 1. Date of issuance:....
- 222 2. Name of the unit owner:....
- 223 3. Unit designation and address:....
- 224 4. Parking or garage space number, if any:....
- 225 5. Storage locker number, if any:....

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OTHER INFORMATION:

f. Is there a capital contribution fee, resale fee, transfer fee, or other fee due? ... (Yes)... ... (No).... If yes, specify the type and amount of the fee.

g. What is the amount, if any, of an association application fee?

h. Is there a credit balance on the current account? ... (Yes)... ... (No).... If yes, provide the following information:

Yes, a balance of \$.... will be transferred to the new owner account.

Yes, a balance of \$.... will be transferred to the seller by the association.

i. Is there any violation of rule or regulation noticed to the unit owner in the association official records? ... (Yes)... ... (No)....

j. Is approval by the board of directors of the association required for the transfer of the unit? ... Yes... ... (No)....

k. Do rules or regulations applicable to the unit provide for a right of first refusal in favor of the members or association? ... (Yes)... ... (No).... If yes, include applicable rules or regulations.

l. Provide a list of utilities provided to the unit which

276 are included in the assessments paid to the association.

277 m. Provide a list of all recreational or land leases to

278 the association affecting the unit.

279 n. Provide a list of, and contact information for, all

280 other associations of which the unit is a member.

281 o. Provide a description of any pending or threatened

282 litigation or administrative proceedings in which the

283 association is a party or which otherwise affect the

284 association.

285 p. Provide contact information for all insurance

286 maintained by the association.

287 q. Provide the signature of an officer or authorized agent

288 of the association.

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290 The association, at its option, may include additional

291 information in the estoppel certificate.

292 (b) An estoppel certificate that is hand delivered or sent

293 by electronic means has a 30-day effective period. An estoppel

294 certificate that is sent by regular mail has a 35-day effective

295 period. If additional information or a mistake related to the

296 estoppel certificate becomes known to the association within the

297 effective period, an amended estoppel certificate may be

298 delivered and becomes effective if a sale or refinancing of the

299 unit has not been completed during the effective period. A fee

300 may not be charged for an amended estoppel certificate. An

301 amended estoppel certificate must be delivered on the date of
302 issuance, and a new 30-day or 35-day effective period begins on
303 such date.

304 (c) An association waives the right to collect any moneys
305 owed in excess of the amounts specified in the estoppel
306 certificate from any person who in good faith relies upon the
307 estoppel certificate and from the person's successors and
308 assigns.

309 (d) If an association receives a request for an estoppel
310 certificate from a unit owner or the unit owner's designee, or a
311 unit mortgagee or the unit mortgagee's designee, and fails to
312 deliver the estoppel certificate within 10 business days, a fee
313 may not be charged for the preparation and delivery of that
314 estoppel certificate. If the association fails to deliver the
315 estoppel certificate within 15 business days, the association
316 waives any claim, including a claim for a lien against the unit,
317 against a purchaser and mortgagee of the unit who would have
318 relied on the estoppel certificate, and the purchaser's and
319 mortgagee's successors and assigns, for any amount that is owed
320 to the association through the date of closing and that should
321 have been shown on the estoppel certificate.

322 (e) A summary proceeding pursuant to s. 51.011 may be
323 brought to compel compliance with this subsection, and in any
324 such action the prevailing party is entitled to recover
325 reasonable attorney fees.

326 (f) Notwithstanding any limitation on transfer fees
327 contained in s. 719.106(1)(i), an association or its authorized
328 agent may charge a reasonable fee for the preparation and
329 delivery of an estoppel certificate, which may not exceed \$200
330 if, on the date the certificate is issued, no delinquent amounts
331 are owed to the association for the applicable unit. If an
332 estoppel certificate is requested on an expedited basis and
333 delivered within 3 business days after the request, the
334 association may charge an additional fee of \$100. If a
335 delinquent amount is owed to the association for the applicable
336 unit, an additional fee for the estoppel certificate may not
337 exceed \$200.

338 (g) If estoppel certificates for multiple units owned by
339 the same owner are simultaneously requested from the same
340 association and there are no past due monetary obligations owed
341 to the association, the statement of moneys due for those units
342 may be delivered in one or more estoppel certificates, and, even
343 though the fee for each unit shall be computed as set forth in
344 paragraph (f), the total fee that the association may charge for
345 the preparation and delivery of the estoppel certificates may
346 not exceed, in the aggregate:

- 347 1. For 25 or fewer units, \$750.
348 2. For 26 to 50 units, \$1,000.
349 3. For 51 to 100 units, \$1,500.
350 4. For more than 100 units, \$2,500.

351 (h) The authority to charge a fee for the preparation and
352 delivery of the estoppel certificate must be established by a
353 written resolution adopted by the board or provided by a written
354 management, bookkeeping, or maintenance contract and is payable
355 upon the preparation of the certificate. If the certificate is
356 requested in conjunction with the sale or mortgage of a unit but
357 the closing does not occur and no later than 30 days after the
358 closing date for which the certificate was sought the preparer
359 receives a written request, accompanied by reasonable
360 documentation, that the sale did not occur from a payor that is
361 not the unit owner, the fee shall be refunded to that payor
362 within 30 days after receipt of the request. The refund is the
363 obligation of the unit owner, and the association may collect it
364 from that owner in the same manner as an assessment as provided
365 in this section by a unit owner or mortgagee, the association
366 shall provide a certificate stating all assessments and other
367 moneys owed to the association by the unit owner with respect to
368 the cooperative parcel. Any person other than the unit owner who
369 relies upon such certificate shall be protected thereby.
370 ~~Notwithstanding any limitation on transfer fees contained in s.~~
371 ~~719.106(1)(i), the association or its authorized agent may~~
372 ~~charge a reasonable fee for the preparation of the certificate.~~

373 Section 3. Section 720.30851, Florida Statutes, is amended
374 to read:

375 720.30851 Estoppel certificates.—Within 10 business ~~15~~

376 | days after receiving a written or electronic ~~the date on which a~~
 377 | request for an estoppel certificate from a parcel owner or the
 378 | parcel owner's designee, or a parcel mortgagee or the parcel
 379 | mortgagee's designee, the association shall issue the estoppel
 380 | certificate. Each association shall designate on its website a
 381 | person or entity with a street or e-mail address for receipt of
 382 | a request for an estoppel certificate issued pursuant to this
 383 | section. The estoppel certificate must be provided by hand
 384 | delivery, regular mail, or e-mail to the requestor on the date
 385 | of issuance of the estoppel certificate.

386 | (1) The estoppel certificate must contain all of the
 387 | following information and must be substantially in the following
 388 | form:

- 389 | (a) Date of issuance:....
- 390 | (b) Name of the parcel owner:....
- 391 | (c) Parcel designation and address:....
- 392 | (d) Parking or garage space number, if any:....
- 393 | (e) Storage locker number, if any:....
- 394 | (f) Attorney's name and contact information if the account
 395 | is delinquent and has been turned over to an attorney for
 396 | collection. No fee may be charged for this information.
- 397 | (g) Fee for the preparation and delivery of the estoppel
 398 | certificate:....
- 399 | (h) Name of the requestor:....
- 400 | (i) Assessment information and other information:

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ASSESSMENT INFORMATION:

1. The regular periodic assessment levied against the parcel is \$.... per ...(insert frequency of payment)....

2. The regular periodic assessment is paid through ...(insert date paid through)....

3. The next installment of the regular periodic assessment is due ...(insert due date)... in the amount of \$.....

4. An itemized list of all assessments, special assessments, and other moneys owed on the date of issuance to the association by the parcel owner for a specific parcel is provided.

5. An itemized list of any additional assessments, special assessments, and other moneys that are scheduled to become due for each day after the date of issuance for the effective period of the estoppel certificate is provided. In calculating the amounts that are scheduled to become due, the association may assume that any delinquent amounts will remain delinquent during the effective period of the estoppel certificate.

OTHER INFORMATION:

6. Is there a capital contribution fee, resale fee, transfer fee, or other fee due? ...(Yes)... ...(No).... If yes, specify the type and amount of the fee.

7. What is the amount, if any, of an association

426 application fee?

427 8. Is there a credit balance on the current account?

428 ...(Yes)... ...(No).... If yes, provide the following

429 information:

430 Yes, a balance of \$.... will be transferred to the new
 431 owner account.

432 Yes, a balance of \$.... will be transferred to the seller
 433 by the association.

434 9. Is there any violation of rule or regulation noticed to
 435 the parcel owner in the association official records?

436 ...(Yes)... ...(No)....

437 10. Is approval by the board of directors of the
 438 association required for the transfer of the parcel? ...(Yes)...

439 ...(No)....

440 11. Do rules or regulations applicable to the parcel
 441 provide for a right of first refusal in favor of the members or
 442 association? ...(Yes)... ...(No).... If yes, include applicable
 443 rules or regulations.

444 12. Provide a list of utilities provided to the parcel
 445 which are included in the assessments paid to the association.

446 13. Provide a list of all recreational or land leases to
 447 the association affecting the parcel.

448 14. Provide a list of, and contact information for, all
 449 other associations of which the parcel is a member.

450 15. Provide a description of any pending or threatened

451 litigation or administrative proceedings in which the
452 association is a party or which otherwise affect the
453 association.

454 16. Provide contact information for all insurance
455 maintained by the association.

456 17. Provide the signature of an officer or authorized
457 agent of the association.

458
459 The association, at its option, may include additional
460 information in the estoppel certificate.

461 (2) An estoppel certificate that is hand delivered or sent
462 by electronic means has a 30-day effective period. An estoppel
463 certificate that is sent by regular mail has a 35-day effective
464 period. If additional information or a mistake related to the
465 estoppel certificate becomes known to the association within the
466 effective period, an amended estoppel certificate may be
467 delivered and becomes effective if a sale or refinancing of the
468 parcel has not been completed during the effective period. A fee
469 may not be charged for an amended estoppel certificate. An
470 amended estoppel certificate must be delivered on the date of
471 issuance, and a new 30-day or 35-day effective period begins on
472 such date.

473 (3) An association waives the right to collect any moneys
474 owed in excess of the amounts specified in the estoppel
475 certificate from any person who in good faith relies upon the

476 estoppel certificate and from the person's successors and
 477 assigns.

478 (4) If an association receives a request for an estoppel
 479 certificate from a parcel owner or the parcel owner's designee,
 480 or a parcel mortgagee or the parcel mortgagee's designee, and
 481 fails to deliver an estoppel certificate within 10 business
 482 days, a fee may not be charged for the preparation and delivery
 483 of that estoppel certificate. If the association fails to
 484 deliver the estoppel certificate within 15 business days, the
 485 association waives any claim, including a claim for a lien
 486 against the parcel, against a purchaser and mortgagee of the
 487 parcel who would have relied on the estoppel certificate, and
 488 the purchaser's and mortgagee's successors and assigns, for any
 489 amount that is owed to the association through the date of
 490 closing and that should have been shown on the estoppel
 491 certificate ~~for an estoppel certificate is received from a~~
 492 ~~parcel owner or mortgagee, or his or her designee, the~~
 493 ~~association shall provide a certificate signed by an officer or~~
 494 ~~authorized agent of the association stating all assessments and~~
 495 ~~other moneys owed to the association by the parcel owner or~~
 496 ~~mortgagee with respect to the parcel. An association may charge~~
 497 ~~a fee for the preparation of such certificate, and the amount of~~
 498 ~~such fee must be stated on the certificate.~~

499 ~~(1) Any person other than a parcel owner who relies upon a~~
 500 ~~certificate receives the benefits and protection thereof.~~

501 ~~(5)-(2)~~ A summary proceeding pursuant to s. 51.011 may be
502 brought to compel compliance with this section, and the
503 prevailing party is entitled to recover reasonable attorney
504 ~~attorney's~~ fees.

505 (6) An association or its authorized agent may charge a
506 reasonable fee for the preparation and delivery of an estoppel
507 certificate, which may not exceed \$200 if on the date the
508 certificate is issued, no delinquent amounts are owed to the
509 association for the applicable parcel. If an estoppel
510 certificate is requested on an expedited basis and delivered
511 within 3 business days after the request, the association may
512 charge an additional fee of \$100. If a delinquent amount is owed
513 to the association for the applicable parcel, an additional fee
514 for the estoppel certificate may not exceed \$200.

515 (7) If estoppel certificates for multiple parcels owned by
516 the same owner are simultaneously requested from the same
517 association and there are no past due monetary obligations owed
518 to the association, the statement of moneys due for those
519 parcels may be delivered in one or more estoppel certificates,
520 and, even though the fee for each parcel shall be computed as
521 set forth in subsection (6), the total fee that the association
522 may charge for the preparation and delivery of the estoppel
523 certificates may not exceed, in the aggregate:

524 (a) For 25 or fewer parcels, \$750.

525 (b) For 26 to 50 parcels, \$1,000.

526 (c) For 51 to 100 parcels, \$1,500.
 527 (d) For more than 100 parcels, \$2,500.
 528 (8)-(3) The authority to charge a fee for the preparation
 529 and delivery of the estoppel certificate must ~~shall~~ be
 530 established by a written resolution adopted by the board or
 531 provided by a written management, bookkeeping, or maintenance
 532 contract and is payable upon the preparation of the certificate.
 533 If the certificate is requested in conjunction with the sale or
 534 mortgage of a parcel but the closing does not occur and no later
 535 than 30 days after the closing date for which the certificate
 536 was sought the preparer receives a written request, accompanied
 537 by reasonable documentation, that the sale did not occur from a
 538 payor that is not the parcel owner, the fee shall be refunded to
 539 that payor within 30 days after receipt of the request. The
 540 refund is the obligation of the parcel owner, and the
 541 association may collect it from that owner in the same manner as
 542 an assessment as provided in this section.
 543 Section 4. This act shall take effect July 1, 2017.